

1 BILL NO. S-87-02-30

2 SPECIAL ORDINANCE NO. S-42-87

3 AN ORDINANCE approving the Contract
4 for Improvement Resolution #6075-87,
5 for Curbs and Sidewalks, Mildred
6 Avenue, NIP Bond Issue, between
7 Hipkind Concrete Corporation and
8 the City of Fort Wayne, Indiana,
9 in connection with the Board of
10 Public Works and Safety.

11 NOW, THEREFORE, BE IT ORDAINED BY THE COMMON COUNCIL
12 OF THE CITY OF FORT WAYNE, INDIANA:

13 SECTION 1. That the Contract for Improvement Resolution
14 #6075-87, for Curbs and Sidewalks, Mildred Avenue, NIP Bond Issue,
15 by and between Hipkind Concrete Corporation and the City of
16 Fort Wayne, Indiana, in connection with the Board of Public Works
17 and Safety, for:

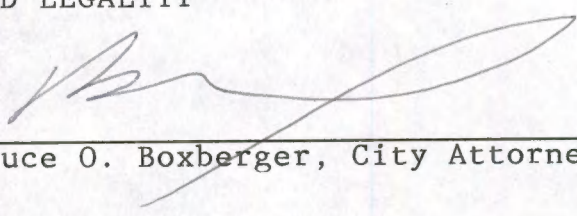
18 the improvement of the following:
19 Mildred Avenue on the North Side
20 only by constructing new concrete
21 sidewalk from existing walk on
22 the West to Wells Street on the
23 East;

24 the Contract price is Twenty-Three Thousand Eight Hundred Three
25 and 75/100 Dollars (\$23,803.75), all as more particularly set
26 forth in said Contract, which is on file in the Office of the
27 Board of Public Works and Safety and, is by reference incorporated
28 herein, made a part hereof, and is hereby in all things ratified,
29 confirmed and approved. Two (2) copies of said Contract are
30 on file with the Office of the City Clerk and made available
31 for public inspection, according to law.

32 SECTION 2. That this Ordinance shall be in full force
and effect from and after its passage and any and all necessary
approval by the Mayor.

33 
Councilmember

APPROVED AS TO FORM
AND LEGALITY


Bruce O. Boxberger, City Attorney

Read the first time in full and on motion by Televis,
seconded by Eisbart, and duly adopted, read the second time
by title and referred to the Committee Public Works (and the Cit
Plan Commission for recommendation) and Public Hearing to be held after
due legal notice, at the Council Chambers, City-County Building, Fort Wayne
Indiana, on _____, the _____ day of
_____, 19____, at _____ o'clock _____ .M., E.

DATE:

2-24-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Read the third time in full and on motion by Televis,
seconded by Televis, and duly adopted, placed on its
passage. PASSED (LOST) by the following vote:

	<u>AYES</u>	<u>NAYS</u>	<u>ABSTAINED</u>	<u>ABSENT</u>	<u>TO-WIT:</u>
<u>TOTAL VOTES</u>	<u>8</u>	<u>—</u>	<u>—</u>	<u>1</u>	<u>—</u>
<u>BRADBURY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>BURNS</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>EISBART</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>GIAQUINTA</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>✓</u>	<u>—</u>
<u>HENRY</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>REDD</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>SCHMIDT</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>STIER</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>
<u>TALARICO</u>	<u>✓</u>	<u>—</u>	<u>—</u>	<u>—</u>	<u>—</u>

DATE:

3-10-87

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Passed and adopted by the Common Council of the City of Fort
Wayne, Indiana, as (ANNEXATION) (APPROPRIATION) (GENERAL)

(SPECIAL) (ZONING MAP) ORDINANCE (RESOLUTION) NO. 42-87
on the 10th day of March, 19 87.

ATTEST:

(SEAL)

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Thomas P. Henry
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana,
on the 11th day of March, 19 87,
at the hour of 11:00 o'clock _____ .M., E.S.T.

Sandra E. Kennedy
SANDRA E. KENNEDY, CITY CLERK

Approved and signed by me this 13th day of March,
19 87, at the hour of 10:00 o'clock A .M., E.S.T.

Win Moses, Jr.
WIN MOSES, JR., MAYOR

(Non-Federally Assisted Construction)

PROJECT: MILDRED AVENUE

RESOLUTION # 6075-87

1986 BOND ISSUE

CONTENTS

Check if contained	Pages	
X	I	Cover Sheet
X	II - I9	Instruction to Bidders
X	SI	Schedule
X		Schedule of Items
X	GP1 - GP7	General Provisions
X		Special Conditions
X		Plans and Specifications
X		Drawings
X		Improvement Resolution
X		Notice to Bidders
X		
<u>ATTACHMENTS</u>		
X		Non-Collusion Affidavit
X		Bidder's Bond
X		Performance Bond
X		Sworn Experience Questionnaire
X		Plan and Equipment Questionnaire
X		Contractor Financial Statement J6-A
X		Certificate in Lieu of Financial Statement
X		Prevailing Wage Scale - State of Indiana
X		Payment Bond
X		Warranty Bond
X		Barricade Information
X		Certificate of Bidder/Vendor on Anti Apartheid
Discount for prompt payment		10 Calendar Days 20 Calendar Days 30 Calendar Days Other
Acknowledgement of Amendments (See General Provisions Clause)		Amendment No. Date Amendment No. Date

BID SUBMITTED

Contractor HIPSKIN CONCRETE CORP

By [Signature]

Its PRESIDENT

Offer Date 2-4-87

Bidder agrees to keep bid open for acceptance for _____ (90 days unless otherwise specified)

Compliance: J. Adams

O.C. 12/84

B.O.W. Non-Fed. *Note: Award will be made on this form

ACCEPTANCE OF BID/AWARD OF CONTRACT

City of Fort Wayne
Board of Public Works and Safety

[Signature]

City of Fort Wayne
Mayor [Signature]

Award Date 2-11-87

The MBE/WBE firm (cross out inapplicable provision) shall have _____% participation (employees) _____% participation (costs) in this project.

Specify the percentage of minority/women ownership in the MBE/WBE firm _____. (cross out inapplicable provision)

- C. The undersigned commits 7 % of the total bid price as a subcontract to minority business enterprise participation. The MBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. KEVIN JONES	CONCRETE	ALL
2. CASEY STRALK	TREE SERVICE	TREES
3.		

- D. The undersigned commits 2 % of the total bid price as a subcontract to women business enterprise participation. The WBE firms which are proposed as subcontractors are the following:

<u>Name of Firm</u>	<u>Address</u>	<u>Type of Work</u>
1. S & M LANDSCAPE		RESTORATION
2. STATEWIDE TRUCKING		
3.		

- E. Complete (1) and (2) below if participation goals of 7% MBE and 2% WBE have not been met.

1. My Company cannot meet the participation goals for the following reasons: _____

2. We have taken the following steps in an attempt to comply with these participation goals: _____

(attach additional sheets as necessary)

Contractor Hipskind Concrete Contractor _____

By [Signature] By _____

Its PRESIDENT Its _____

14. Minority/Female Hourly Employment Requirements.

The City's policy is to encourage a greater utilization of minority and/or female employees in City construction projects. The Board has, therefore, adopted a minimum goal of 17% of the total work hours on each project to be expended by minority and/or female employees. ("Minority" shall include: Blacks, Hispanic, Asian, Pacific Islander, American Indian or Alaskan Native.)

The bidder shall state in "A" below the percentage of total work hours which the bidder and his subcontractors will employ and utilize women and minority employees on this project. If a contract is awarded as a result of this bid, the percentage figure set forth in "A" shall become contractually binding on the bidder. The successful bidder will also be required to prepare reports for the City demonstrating compliance with this percentage and will allow city officials access to his records, facilities and work site and to those of his subcontractors to determine compliance.

The bidder must fill in the required blanks in this clause in order to be responsive to this IFB. If the bidder does not meet or exceed the hourly utilization goal of 17% minority/female participation, the reasons for this failure and reasonableness and good faith of efforts to meet this goal shall be evaluated to determine whether the bidder is responsible.

THE FOLLOWING IS THE UNDERSIGNED'S COMMITMENT TO MINORITY/FEMALE HOURLY UTILIZATION.

A. The undersigned firm certifies that it will employ and utilize minorities and females and/or will ensure that its subcontractors employ and utilize minorities and females so that minorities and females will work at least 17% of the total hours worked on this project.

B. Complete (1) and (2) below if the hourly utilization figure set forth in "A" is less than 17%.

1. My Company and its subcontractors cannot meet the 17% minimum hourly utilization figure for the following reasons: _____

_____.

2. My Company has taken the following steps in an attempt to comply with the 17 1/2 hourly utilization figure:

(attach additional sheets if necessary)

Contractor HIPSKIND CONCRETE CORP
By [Signature]
Its President

15. Required Prevailing Wage Schedule Payments - Pursuant to Indiana Code 5-16-7-1. All contractors and subcontractors working on the project awarded pursuant to this contract shall pay the prevailing wage rates for skilled, semi-skilled and unskilled laborers, workmen and mechanics. This wage determination has been made in accordance with the procedures set forth in Indiana Code 5-16-7-1. This determination and the required wage rates are available for examination by any prospective bidder at The Board of Public Works and Safety, 9th Floor, City-County Building, Fort Wayne, Indiana.

If a bidder is awarded a contract as a result of this Invitation for Bids, he/she/it shall file a schedule of wages, on forms provided by the City of Fort Wayne, demonstrating compliance with the wage rate determination. The successful prime contractor shall be responsible for obtaining schedules from all subcontractors. All schedules shall be filed before the contractor commences any work on the project.

Penalties for failure to pay the prevailing wage rate are set forth in Indiana Code 5-16-7-3.

16. Site Orientation. A site orientation (will/will not) be conducted by the City Engineers. If such an orientation is conducted, it will be held on the ___ day of ___, 19___, commencing at ___ o'clock ___.M. at the site of the project.

Regardless of whether a site orientation is conducted or not, bidders are required to visit the site of the work, and inform themselves fully of the conditions, under which the work will be performed. The bidders shall be responsible for all conditions that affect the work, including, but not limited to all sub-surface conditions.

CERTIFICATION OF BIDDER/VENDOR

The undersigned, on behalf of Hipskind Concrete Corp., does hereby make the following representations to the City of Fort Wayne, Indiana.

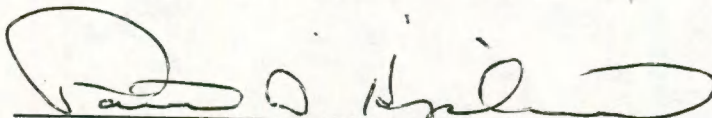
WHEREAS, it is acknowledged that the Common Council of the City of Fort Wayne, Indiana, has passed an ordinance condemning the apartheid policies of the country of South Africa;

WHEREAS, Council's ordinance requires that all persons, firms or corporations submitting bids to the City, for goods and services, certify, as part of the bid, that such entity does not support the policies of apartheid in South Africa.

The undersigned states, on behalf of Hipskind Concrete, that Hipskind Concrete does not support or endorse the policy of apartheid in South Africa.

IN WITNESS WHEREOF, this Certification has been signed this 4th day of February, 1987.

Hipskind Concrete Corp.
(Name of Bidder/Vendor)


(Name and Title of Person Signing)

CERTIFICATE IN LIEU OF FINANCIAL STATEMENT

I, Pat Hipskind, the President
(name)
_____, of Hipskind Concrete Corp.
(position) (company)

hereby certify:

(1) That the Financial Statement of said company, dated the 22TH
day of may, 1987, now on file in the office of the Board of
Public Works of the City of Fort Wayne, Indiana, which Financial Statement is by
reference incorporated herein and made a part hereof, is a true and correct
statement and accurately reflects the financial condition of said company as of
the date hereof;

(2) That I am familiar with the books of said company showing its financial
condition and am authorized to make this certificate on its behalf.

Dated: 2-4-87

[Signature]
(signature)

SUBSCRIBED AND SWORN TO before me, a Notary Public, in and for said
County and State, this 4TH day of February, 1987.

[Signature]

My commission expires:

July 13, 1990

NON-COLLUSION AFFIDAVIT

The Bidder, by its officers and Hipskimo Concrete Corp

agents or representatives present at the time of filing this bid, being duly sworn on their oaths, say that neither they nor any of them have in any way, directly or indirectly, entered into any arrangement or agreement with any other bidder, or with any public officer of such City of Fort Wayne, Indiana, whereby such affiant or affiants or either of them, has paid or is to pay to such other bidder or public officer any sum of money, or has given or is to give such bidder or public officer anything of value whatever, or such affiant or affiants or either of them has not directly or indirectly, entered into any arrangement or agreement with any other bidder of bidders, which tends to or does lessen or destroy free competition in the letting of the contract sought for by the attached bids, that no inducement of any form or character other than that which appears upon the face of the bid will be suggested, offered, paid or delivered to any person whomsoever to influence the acceptance of the said bid or awarding of the contract, nor has this bidder any agreement or understanding of any kind whatsoever, with any person whomsoever to pay, deliver to, or share with any other person in any way or manner, any of the proceeds of the contract sought by this bid.

Hipskimo Concrete Corp
By [Signature]
PRESIDENT

Subscribed and sworn to before me by Pat Hipskimo
this 4th day of FEBRUARY, 1987.
My Commission Expires: April 19, 1987
[Signature]
Notary Public
Resident of Allen County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.
My Commission Expires: _____

Notary Public
Resident of _____ County, IN

Subscribed and sworn to before me by _____
this _____ day of _____, 19____.
My Commission Expires: _____

Notary Public
Resident of _____ County, IN

Contract No.

Fidelity and Deposit Company

HOME OFFICE

OF MARYLAND

BALTIMORE, MD. 21203

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, HIPSKIND CONCRETE CORP., 5502 Mason Dr., Ft. Wayne, IN

....., as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Baltimore, Maryland, a corporation duly organized under the laws of the State of Maryland, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto City of Fort Wayne, Ft. Wayne, IN

..... as Oblige, (hereinafter called the "Obligee"), in the sum of 5% of Contractor's Maximum Bid Dollars (\$.....), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Resolution 6075-87 Sidewalks

NOW, THEREFORE, if the Oblige shall accept the bid of the Principal and the Principal shall enter into a contract with the Oblige in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Oblige the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Oblige may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 2nd day of February A.D. 19 87

HIPSKIND CONCRETE CORP.

BY: [Signature] (SEAL)

Principal

PRESIDENT

Title

Witness

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

By [Signature] (SEAL)

Attorney-In-Fact

Title

Witness

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Terrence J. Ward and Kathy L. Bixler, both of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of ONE HUNDRED THOUSAND DOLLARS (\$100,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 17th day of January, A.D. 1986....



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. W. Robbins

Assistant Secretary

By

C. M. Pecot, Jr.
Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 17th day of January, A.D. 1986, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader
Notary Public Commission Expires July 1, 1986

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 2nd day of February, 1987

ITEMIZED PROPOSAL

CONTRACTOR:

HIPSKIND CONCRETE

PROJ MILDRED AVENUE

RES. NO: 6075-87

[illegible]

TOTAL:

23,803.75

Sheet 1 of 1

Note: Contractor will be paid on measured quantities only at unit price bid

BIDDER:

LAKE SIDE CONST.

ITEM	QUANTITY	UNIT	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)	UNIT COST (\$)	AMOUNT (\$)
COMMON EXCAVATION	361	CY.	5.00	1805.00	2.50	902.50	3.00	1083.00	8.00	2888.00	11.00	3971.00	10.00	3610.00
LINEAR GRADING	1400	LF	3.00	4200.00	1.30	1820.00	3.00	4200.00	2.00	2800.00	1.50	2100.00	2.86	4004.00
4" WALK	5375	SF.	1.80	9675.00	1.85	9943.75	1.90	10212.50	2.00	10750.00	2.05	11018.75	1.95	10481.25
6" WALK	500	SF.	2.00	1000.00	2.15	1075.00	2.00	1000.00	2.70	1350.00	2.25	1125.00	2.25	1125.00
6" CURB FACE WALK	1250	SF.	2.50	3125.00	2.35	2937.50	2.50	3125.00	2.75	3437.50	2.25	2812.50	2.25	2812.50
GUARD RAIL	250	LF.	15.00	3750.00	12.00	3000.00	10.00	2500.00	11.00	2750.00	15.00	3750.00	8.00	2000.00
CHAIN LINK FENCE (4'H RES GRADE)	250	LF.	4.00	1000.00	3.50	875.00	5.00	1250.00	6.00	1500.00	5.00	1250.00	6.00	1500.00
TOP SOIL	225	TON	9.00	2025.00	6.00	1350.00	2.00	450.00	0.10	22.50	8.00	1800.00	9.50	2137.50
SEED MULCH & FERTILIZER	900	SY.	1.00	900.00	1.00	900.00	0.40	360.00	2.00	1800.00	1.00	900.00	1.34	1206.00
CLEARING	1	LS.	750.00	750.00	1000.00	1000.00	1175.00	1175.00	100.00	100.00	1200.00	1200.00	3326.75	3326.75
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
				0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00
			TOTAL:	\$28,230.00	TOTAL:	\$23,803.75	TOTAL:	\$25,355.50	TOTAL:	\$27,398.00	TOTAL:	\$29,927.25	TOTAL:	\$32,203.00
					% over	0.00%	% over	0.00%	% over	0.00%	% over	5.67%	% over	12.34%
					% under	15.68%	% under	10.16%	% under	2.95%	% under	0.00%	% under	0.00%</

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS: that
HIPSKIND CONCRETE CORP.

(Name of Contractor)

5502 Mason Dr., Ft. Wayne, IN 46809

(Address of Contractor)

a Corporation _____, hereinafter called Principal,
(Corporation, Partnership or Individual)

and Fidelity & Deposit Company of Maryland

(Name of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held and firmly bound unto the City of Fort Wayne, and Indiana Municipal Corporation in the penal sum of Twenty three thousand eight hundred three dollars (Dollars (\$ 23,803.00) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these present.

THE CONDITION OF THIS OBLIGATION is such that whereas, the Principal entered into a certain contract with the Owner, dated the 11th day of February 19 87, for the construction of:

Res. 6075-87 - Mildred Avenue (86 Bond Issue) Sidewalks (north side only)

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term.

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the Owner and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall promptly make payment to all persons, firms, subcontractors, and corporations furnishing materials for or performing labor in the prosecution of the work provided for in such contract, and any authorized extension or modification thereof, including all amounts due for materials, lubricants, oil, gasoline, coal and coke, repairs on machinery, equipment and tools, consumed or used in connection with the construction of such work, and all insurance premiums on said work, and for all labor, performed in such work whether by subcontractor or otherwise, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed _____ counterparts,
(number)
each one of which shall be deemed an original, this _____ day of _____, 19____.

ATTEST:

Janice M. Hipskind
(Principal) Secretary

(SEAL)

Hipskind Concrete Corp.
Principal

By [Signature] (S)

(Address)

Witness as to Principal

(Address)

ATTEST:

(Surety) Secretary

(SEAL)

[Signature]
Witness as to Surety

PO Box 10510

(Address)

Fort Wayne, IN 46852

FIDELITY & DEPOSIT COMPANY OF MARYLAND

Surety

By [Signature]
Attorney-in-Fact

(Address)

PO Box 10510

Fort Wayne, IN 46852

NOTE: Date of Bond must not be prior to Date of Contract.
If Contractor is Partnership, all partners should execute bond.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Terrence J. Ward and Kathy L. Bixler, both of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Terrence J. Ward and Kathy L. Bixler, dated, January 17, 1986.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of February, A.D. 1987.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C. W. Robbins

Assistant Secretary

By

C. M. Pecot, Jr.

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 4th day of February, A.D. 1987, before the subscriber, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J. Fader
Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 11 day of February, 1987

Christopher T. Maddox

Assistant Secretary

LI428a-Chf. -044-2998

FOR YOUR PROTECTION LOOK FOR THE F&D WATERMARK

PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS, that

HIPSKIND CONCRETE CORP.

(Name of Contractor)

5502 Mason Dr., Ft. Wayne, IN 46809

(Address of Contractor)

a Corporation hereinafter called
(Corporation, Partnership, or Individual)

Principal, and Fidelity & Deposit Company of Maryland
(Name of Surety)

PO Box 1227, Baltimore, Maryland 21203

(Address of Surety)

and duly authorized to transact business in the State of Indiana, hereinafter called Surety, are held firmly bound unto the City of Fort Wayne, Indiana, an Indiana Municipal Corporation in the penal sum of Twenty-three thousand eight hundred three dollars and no/100ths (\$ 23,803.75) for the payment whereof well and truly to be made, the Principal and the Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by those present.

The condition of the foregoing obligation is such that:

WHEREAS, the Principal entered into certain contract with the City, dated the 11 day of February, 19 87, for construction of:

Res. 6075-87 - Mildred Avenue (86 Bond Issue) Sidewalks (north side only)

all according to the "General and Detailed Specifications" as supplemented, and "Special Conditions" which together will be referred to as the Standard Specifications; and according to Fort Wayne Street Engineering Department Drawing No. _____ Sheet No. _____. The Indiana State Highway Standard Specifications dated 1985 shall govern where the above specifications do not cover a specific term, and

WHEREAS, said Surety, for value received, hereby stipulates and agrees that no change, extension of time, alternation, or addition to the terms of the contract or to the work to be performed thereunder, or the specifications accompanying the same, shall in any way affect its obligation on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the contract, or to the work or to the specifications, and

WHEREAS, no final settlement between the City and the Contractor shall abridge the right of any beneficiary hereunder, whose claim may be unsatisfied.

NOW, THEREFORE, if the Principal shall well, truly and faithfully perform its duties, all the undertakings, covenants, terms, conditions, and agreements of said contract during the original term thereof, and any extensions thereof which may be granted by the Owner, with or without notice to the Surety and during the three years guaranty period, and if he shall satisfy all claims and demands incurred under such contract, and shall fully indemnify and save harmless the Owner from all costs and damages which it may suffer by reason of failure to do so, and shall reimburse and repay the Owner all outlay and expense which the Owner may incur in making good any default, then this obligation shall be void; otherwise to remain in full force and effect.

IN WITNESS WHEREOF, this instrument is executed in _____
(number)

counterparts, each one of which shall be deemed an original, this _____
day of _____, 19____.

ATTEST:

Janice M. Hoshial
(Principal) Secretary

[SEAL]

(Witness as to Principal)

(Address)

ATTEST:

(Surety) Secretary

[SEAL]

Kathy L. Biles
Witness as to Surety

PO Box 10510
(Address)
Ft. Wayne, IN 46852

(Principal)
BY: [Signature] [S]

(Address)

FIDELITY & DEPOSIT COMPANY OF MARYLAN

Surety

By [Signature]
Attorney-in-Fact

PO Box 10510
(Address)
Fort Wayne, IN 46852

NOTE: Date of Bond must not be prior to date of Contract.
If Contractor is Partnership, all partners should execute bond.

Power of Attorney
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

HOME OFFICE, BALTIMORE, MD.

KNOW ALL MEN BY THESE PRESENTS: That the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, a corporation of the State of Maryland, by C. M. PECOT, JR., Vice-President, and C. W. ROBBINS, Assistant Secretary, in pursuance of authority granted by Article VI, Section 2, of the By-Laws of said Company, which reads as follows:

"The Chairman of the Board, or the President, or any Executive Vice-President, or any of the Senior Vice-Presidents or Vice-Presidents specially authorized so to do by the Board of Directors or by the Executive Committee, shall have power, by and with the concurrence of the Secretary or any one of the Assistant Secretaries, to appoint Resident Vice-Presidents, Assistant Vice-Presidents and Attorneys-in-Fact as the business of the Company may require, or to authorize any person or persons to execute on behalf of the Company any bonds, undertakings, recognizances, stipulations, policies, contracts, agreements, deeds, and releases and assignments of judgements, decrees, mortgages and instruments in the nature of mortgages, ... and to affix the seal of the Company thereto."

does hereby nominate constitute and appoint Terrence J. Ward and Kathy L. Bixler, both of Fort Wayne, Indiana, EACH.....

its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: any and all bonds and undertakings, each in a penalty not to exceed the sum of TWO HUNDRED FIFTY THOUSAND DOLLARS (\$250,000).....

And the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Company, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the Company at its office in Baltimore, Md., in their own proper persons. This power of attorney revokes that issued on behalf of Terrence J. Ward and Kathy L. Bixler, dated, January 17, 1986.

The said Assistant Secretary does hereby certify that the foregoing is a true copy of Article VI, Section 2, of the By-Laws of said Company, and is now in force.

IN WITNESS WHEREOF, the said Vice-President and Assistant Secretary have hereunto subscribed their names and affixed the Corporate Seal of the said FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 4th day of February, A.D. 1987.



ATTEST:

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

C W Robbins

Assistant Secretary

By

C M Pecot Jr

Vice-President

STATE OF MARYLAND
CITY OF BALTIMORE

SS:

On this 4th day of February, A.D. 1987, before me, a Notary Public of the State of Maryland, in and for the City of Baltimore, duly commissioned and qualified, came the above-named Vice-President and Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and they each acknowledged the execution of the same, and being by me duly sworn, severally and each for himself depose and saith, that they are the said officers of the Company aforesaid, and that the seal affixed to the preceding instrument is the Corporate Seal of said Company, and that the said Corporate Seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed by Official Seal, at the City of Baltimore, the day and year first above written.



Carol J Padden
Notary Public Commission Expires July 1, 1990

CERTIFICATE

I, the undersigned, Assistant Secretary of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the original Power of Attorney of which the foregoing is a full, true and correct copy, is in full force and effect on the date of this certificate; and I do further certify that the Vice-President who executed the said Power of Attorney was one of the additional Vice-Presidents specially authorized by the Board of Directors to appoint any Attorney-in-Fact as provided in Article VI, Section 2 of the By-Laws of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND.

This Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 16th day of July, 1969.

RESOLVED: "That the facsimile or mechanically reproduced signature of any Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed."

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the said Company, this 11th day of February, 1987

Christopher T. Innes

Assistant Secretary

TITLE OF ORDINANCE Contract for Res. 6075-87, Curbs & Sidewalks, Mildred Ave.NIP Bond IssueDEPARTMENT REQUESTING ORDINANCE Board of Public Works & Safety

SYNOPSIS OF ORDINANCE The Contract for Improvement Resolution 6075-87,
Mildred Avenue, NIP Bond Issue is for the improvement of the
following: Mildred Avenue on the North Side only by constructing
new concrete sidewalk from existing walk on the West to Wells
Street on the East. Hipkind Concrete is the Contractor.

J-87-02-30EFFECT OF PASSAGE Improvement curbs and walks at the above location.

EFFECT OF NON-PASSAGE _____

MONEY INVOLVED (DIRECT COSTS, EXPENDITURE, SAVINGS) \$23,803.75

ASSIGNED TO COMMITTEE _____

BILL NO. S-87-02-30

REPORT OF THE COMMITTEE ON PUBLIC WORKS

WE, YOUR COMMITTEE ON PUBLIC WORKS TO WHOM WAS
REFERRED AN (ORDINANCE) (~~RESOLUTION~~) approving the Contract
for Improvement Resolution #6075-87, for Curbs and Sidewalks, Mildred
Avenue, NIP Bond Issue, between Hipkind Concrete Corporation and the
City of Fort Wayne, Indiana, in connection with the Board of Public
Works and Safety

HAVE HAD SAID (ORDINANCE) (~~RESOLUTION~~) UNDER CONSIDERATION AND BEG
LEAVE TO REPORT BACK TO THE COMMON COUNCIL THAT SAID (ORDINANCE)
(~~RESOLUTION~~)

YES

NO

Samuel J. Talarico

SAMUEL J. TALARICO
CHAIRMAN

Janet G. Bradbury

JANET G. BRADBURY
VICE CHAIRPERSON

PAUL M. BURNS

James S. Stier

JAMES S. STIER

Charles B. Redd

CHARLES B. REDD

CONCURRED IN 3-10-87

SANDRA E. KENNEDY
CITY CLERK